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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

**FILE:** B-203216

**DATE:** May 29, 1981

**MATTER OF:** International Technologies, Inc.

**DIGEST:**

Proposal sent by commercial carrier and received after proposal due date was properly rejected where late receipt was fault of carrier, not Government.

International Technologies, Inc. (Intec), has protested the rejection of its proposal as late under General Services Administration solicitation No. Y5-75159-N-1-5-81.

The due date for proposals was February 17, 1981, at 10:30 a.m., and Intec's proposal was delivered by a commercial carrier at 11:30 a.m. Intec argues that the proposal was delivered to the carrier on February 13, 1981, and should have arrived timely but for the fault of the carrier.

This case is one in which it is clear from the protester's initial submission that the protest is without legal merit, and we therefore will decide the matter on the basis of this submission without requesting a report from the contracting agency. Industrial Maintenance Services, Inc., B-195216, June 29, 1979, 79-1 CPD 476.

Our Office has consistently held that an offeror has the responsibility to assure timely arrival of its offer, Hughes Industries, B-195048, June 19, 1979, 79-1 CPD 441, and that a late proposal therefore cannot be accepted unless the specific conditions of the solicitation are met. H. Oliver Welch & Company, B-193870, February 9, 1979, 79-1 CPD 96.

*Protest of Intec's proposal rejected as late*

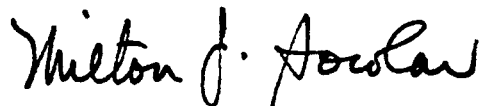
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By choosing a method of delivery other than one of those specified in the late proposal clause for possible consideration in the event the proposal arrived late, an offeror assumes a high degree of risk that its proposal will be rejected if untimely delivered. Young Engineering Systems, 55 Comp. Gen. 755 (1976), 76-1 CPD 96. Nevertheless, our Office has recognized an exception to the strict application of the clause where a proposal is delivered by a commercial carrier and arrives late if the sole cause of the late arrival is improper Government action and consideration of the proposal would not give the late offeror an unfair advantage over offerors whose proposals were timely received. Scot, Incorporated, 57 Comp. Gen. 119 (1977), 77-2 CPD 425.

Since it is clear that the late receipt here was the fault of the commercial carrier, not the Government, the proposal was properly rejected. Fugro Northwest, Inc., B-196078, October 11, 1979, 79-2 CPD 248.

The protest is summarily denied.



Acting Comptroller General  
of the United States